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HEWLETT-PACKARD COMPANY
Intellectual Property Administration
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EXAMINER

GRAHAM, CLEMENT B

ART UNIT	PAPER NUMBER
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3692

MAIL DATE	DELIVERY MODE
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12/31/2007

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)
	09/873,072	CALLIONI ET AL.
	Examiner	Art Unit
	Clement B. Graham	3692

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) Responsive to communication(s) filed on 18 September 2007.
- 2a) This action is **FINAL**. 2b) This action is non-final.
- 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) Claim(s) 37-54 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) Claim(s) _____ is/are allowed.
- 6) Claim(s) 37-54 is/are rejected.
- 7) Claim(s) _____ is/are objected to.
- 8) Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) The specification is objected to by the Examiner.
- 10) The drawing(s) filed on _____ is/are: a) accepted or b) objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) All b) Some * c) None of:
1. Certified copies of the priority documents have been received.
 2. Certified copies of the priority documents have been received in Application No. _____.
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. Claims 37-54 remain pending in this application and Claims 19-36 has been cancelled.

Claim Rejections - 35 USC § 101

2. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 37, 43, 49, are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

Applicant's claims are directed to an algorithm. Specifically, claim 1 recites "paying", "providing" ", however these steps are mere ideas in the abstract (i.e., abstract idea, law of nature, natural phenomena) that do not apply, involve, for example) and abstract ideas without a practical application are found to be non-statutory subject matter.

Therefore, Applicant's claims are non-statutory as they do not produce a useful, concrete and tangible result.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. Claims 37-54, are rejected under 35 U.S.C. 103(a) as being unpatentable over Lidow U.S Patent 6, 889, 197 Mandler et al (Hereinafter Mandler U.S Patent 5, 732, 400).

As per claim 37, Lidow discloses a computer implemented method of, the supply chain comprising a plurality of serial supply chain participants beginning with a most-upstream node supply chain participant and ending with an end user, the method comprising:

paying the most-upstream node supply chain participant a material cost of the goods provided by the most-upstream node supply chain participant; and
paying individual supply chain participants between the most-upstream node supply

chain participant and the end user for one or more of value-added costs or logistic services added by each such individual supply chain participant. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

Lidow fail to explicitly teach providing a clearinghouse for the purchase of goods within a supply chain.

However Mandler discloses in response to the RFQ message, the seller or sellers provide quotes for the requested goods to the clearinghouse. The clearinghouse gathers all of the quotes and forwards them to the buyer. The buyer identifies the desired goods and sellers, based on the responsive quotes, and the buyer sends a PO to the clearinghouse. After receiving the PO, the clearinghouse performs a hard authorization for final authorization of the transaction in the amount of the PO. The hard authorization, for example, involves a review of the risk classification and available credit line of the buyer to determine whether the clearinghouse 40 should authorize the transaction. Exemplary rules for responding to the hard authorization are shown in FIGS. 5A and 5B.(see column 9 lines 20-67).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Lidow to include providing a clearinghouse for the purchase of goods within a supply chain taught by Mandler in order to provide financing by a clearinghouse.

As per claim 38, Lidow discloses wherein the clearinghouse retains ownership of the goods as they move through the supply chain, the method further comprising: transferring ownership of the goods from the clearinghouse to the end user; and invoicing the end user for the material cost of the goods and the value-added costs and logistic services upon transferring ownership of the goods from the clearinghouse to the end user. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 39, Lidow discloses wherein: each supply chain participant transfers ownership of the goods as the goods move through the supply chain from the most-upstream node supply chain participant to the end user; and the paying of individual supply chain participants occurs upon transfer of ownership to the individual supply chain participants. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 40, Lidow discloses wherein the paying of individual supply chain participants is via payment to restricted accounts that allow only use of the payments for one or more of material purchases or logistics services incurred by the individual supply chain participants. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 41, Lidow discloses Claim further comprising passing orders for the goods from the end user to each supply chain participant via the clearinghouse. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 42, Lidow discloses wherein orders for the goods are passed along the supply chain from one from one supply chain participant to another, beginning with the end user and terminating with the most-upstream node supply chain participant. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 43, Lidow discloses a computer-readable medium having computer-readable program code embodied therein configured to cause a computer system to perform the steps of:, the supply chain identified by a plurality of serial supply chain participants beginning with a most-upstream node supply chain participant and ending with an end user:

pay the most-upstream node supply chain participant a material cost of the goods provided by the most-upstream node supply chain participant; and

pay individual supply chain participants between the most-upstream node supply chain participant and the end user for one or more of value-added costs or logistic services added by such individual supply chain participants. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

Lidow fail to explicitly teach provide a financial clearinghouse for the purchase of goods within a supply chain.

However Mandler discloses in response to the RFQ message, the seller or sellers provide quotes for the requested goods to the clearinghouse. The clearinghouse gathers all of the quotes and forwards them to the buyer. The buyer identifies the desired goods and sellers, based on the responsive quotes, and the buyer sends a PO to the clearinghouse. After receiving the PO, the clearinghouse performs a hard authorization for final authorization of the transaction in the amount of the PO. The hard authorization, for example, involves a review of the risk classification and available credit line of the buyer to determine whether the clearinghouse 40 should authorize the transaction. Exemplary rules for responding to the hard authorization are shown in FIGS. 5A and 5B.(see column 9 lines 20-67).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Lidow to provide a financial clearinghouse for the purchase of goods within a supply chain taught by Mandler in order to provide financing by a clearinghouse.

As per claim 44, Lidow discloses wherein the computer-readable program code is further configured to:

cause the clearinghouse to retain ownership of the goods as they move through the supply chain;

transfer ownership of the goods from the clearinghouse to the end user; and invoice the end user for the material cost of the goods and the value-added costs and logistic services upon the transfer of ownership of the goods from the clearinghouse to the end

user. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 45, Lidow discloses wherein: each supply chain participant transfers ownership of the goods to the next supply chain participant as the goods move through the supply chain from the most-upstream node supply chain participant to the end user; and the computer-readable program code is further configured to perform the step of paying individual supply chain participants upon transfer of ownership to the individual supply chain participants. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 46, Lidow discloses Claim wherein the computer-readable medium is further configured to make payments to the individual supply chain participants via payment to restricted accounts that allow only use of the payments for one or more of material purchases or logistics services incurred by the individual supply chain participants. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 47, Lidow discloses wherein the computer-readable medium is further configured to pass orders for the goods from the end user to each supply chain participant via the clearinghouse. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 48, Lidow discloses wherein the computer-readable medium is further configured to allow orders for the goods to be passed along the supply chain from one from one supply chain participant to another, beginning with the end user and terminating with the most-upstream node supply chain participant. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 49, Lidow discloses a networked computer system to coordinate the purchase of goods within a supply chain, the supply chain identified by a plurality of serial supply chain participants beginning with a most-upstream node supply chain participant and

ending with an end user, the system comprising: a plurality of serial supply chain computers, each such serial supply chain computer being associated with one of each such supply chain participants; and wherein the financial is configured to pay, via the serial supply chain computers: the most-upstream node supply chain participant a material cost of the goods provided by the most-upstream node supply chain participant; and individual supply chain participants between the most-upstream node supply chain participant and the end user for one or more of value-added costs or logistic services added by such individual supply chain participants. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

Lidow fail to explicitly teach financial clearinghouse computer.

However Mandler discloses in response to the RFQ message, the seller or sellers provide quotes for the requested goods to the clearinghouse. The clearinghouse gathers all of the quotes and forwards them to the buyer. The buyer identifies the desired goods and sellers, based on the responsive quotes, and the buyer sends a PO to the clearinghouse. After receiving the PO, the clearinghouse performs a hard authorization for final authorization of the transaction in the amount of the PO. The hard authorization, for example, involves a review of the risk classification and available credit line of the buyer to determine whether the clearinghouse 40 should authorize the transaction. Exemplary rules for responding to the hard authorization are shown in FIGS. 5A and 5B.(see column 9 lines 20-67).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Lidow to financial clearinghouse computer taught by Mandler in order to provide financing by a clearinghouse.

As per claim 50, Lidow discloses wherein the financial clearinghouse computer is further configured to:

cause the clearinghouse computer to retain ownership of the goods as they move through the supply chain;

transfer ownership of the goods from the clearinghouse computer to an end user computer; and

invoice the end user for the material cost of the goods and the value-added costs and logistic services upon the transfer of ownership of the goods from the clearinghouse computer to the end user computer. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column 25 see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 51, Lidow discloses wherein:

each supply chain participant computer transfers ownership of the goods to the next supply chain participant as the goods move through the supply chain from the most-upstream node supply chain participant computer to the end user computer; and the clearinghouse computer is further configured to pay individual supply chain participants between the most-upstream node supply chain participant and the end user for one or more of value-added costs or logistic services added by such individual supply chain participants upon transfer of ownership to the individual supply chain participants, and via the respective supply chain participant computers.

Claim 52 (new). The networked computer system of claim 51 and wherein the clearinghouse computer is further configured to make payments to the individual supply chain participant computers via payment to restricted accounts that allow only use of the payments for one or more of material purchases or logistics services incurred by the individual supply chain participants. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column 25 see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 53, Lidow discloses wherein the clearinghouse computer is further configured to pass orders for the goods from the end user computer to each supply

chain participant computer. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

As per claim 54, Lidow discloses wherein the clearinghouse computer is further configured to allow orders for the goods to be passed along the supply chain from one from one supply chain participant computer to another, beginning with the end user computer and terminating with the most- upstream node supply chain participant computer. (Note abstract and fig 2, 6-7, and see column 3 lines 60-64 and column 1 lines 18-32 and column see column 25 lines 33-67 and column 26 lines 1-8 and 37-35).

Conclusion

RESPONSE TO ARGUMENTS

5. Applicant's arguments files on 9/18/2007 have been fully considered but they are not persuasive for the following reasons.

6. Applicant's claims 43, 44, 45-54, states "**configured to cause**" further **configured**" computer system to coordinate" **configured to pay**" **configured to make**",

However the subject matter of a properly construed claim is defined by the terms that limit its scope. It is this subject matter that must be examined. As a general matter, the grammar and intended meaning of terms used in a claim will dictate whether the language limits the claim scope. Language that suggests or makes optional but does not require steps to be performed or does not limit a claim to a particular structure does not limit the scope of a claim or claim limitation. The following are examples of language that may raise a question as to the limiting effect of the language in a claim:

- (A) statements of intended use or field of use,
- (B) "adapted to" or "adapted for" clauses,
- (C) "wherein" clauses, or
- (D) "whereby" clauses. This list of examples is not intended to be exhaustive. See also MPEP § 2111.04.**>USPTO personnel are to give claims their broadest reasonable

interpretation in light of the supporting disclosure. *In re Morris*, 127 F.3d 1048, 1054-55, 44 USPQ2d 1023, 1027-28 (Fed. Cir. 1997). Limitations appearing in the specification but not recited in the claim should not be read into the claim. *E-Pass Techs., Inc. v. 3Com Corp.*, 343 F.3d 1364, 1369, 67 USPQ2d 1947, 1950 (Fed. Cir. 2003) (claims must be interpreted "in view of the specification" without importing limitations from the specification into the claims unnecessarily). *In re Prater*, 415 F.2d 1393, 1404-05, 162 USPQ 541, 550-551 (CCPA 1969). See also *In re Zletz*, 893 F.2d 319, 321-22, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989) ("During patent examination the pending claims must be interpreted as broadly as their terms reasonably allow.... The reason is simply that during patent prosecution when claims can be amended, ambiguities should be recognized, scope and breadth of language explored, and clarification imposed.... An essential purpose of patent examination is to fashion claims that are precise, clear, correct, and unambiguous. Only in this way can uncertainties of claim scope be removed, as much as possible, during the administrative process.").<
Where an explicit definition is provided by the applicant for a term, that definition will control interpretation of the term as it is used in the claim. *Toro Co. v. White Consolidated Industries Inc.*, 199 F.3d 1295, 1301, 53 USPQ2d 1065, 1069 (Fed. Cir. 1999) (meaning of words used in a claim is not construed in a "lexicographic vacuum, but in the context of the specification and drawings."). Any special meaning assigned to a term "must be sufficiently clear in the specification that any departure from common usage would be so understood by a person of experience in the field of the invention." *Multiform Desiccants Inc. v. Medzam Ltd.*, 133 F.3d 1473, 1477, 45 USPQ2d 1429, 1432 (Fed. Cir. 1998). See also MPEP § 2111.01.

7. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR

1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

5. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Clement B Graham whose telephone number is 571-272-6795. The examiner can normally be reached on 7am to 5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached on 571-272-6702. The fax phone numbers for the organization where this application or proceeding is assigned are 703-305-0040 for regular communications and 703-305-0040 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-305-3900.

CG

Dec 3, 2007


FRANTZY POINVIL
PRIMARY EXAMINER
